

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 71 PAGES		
2. CONTRACT NO.		3. SOLICITATION NO. W912P5-04-R-0002		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 15 Mar 2004		6. REQUISITION/PURCHASE NO. W38XDD-3283-3634		
7. ISSUED BY US ARMY CORPS OF ENGINEERS-9TH AV-W912P5 NASHVILLE DISTRICT-PO BOX 1070 110 9TH AVENUE SOUTH NASHVILLE TN 37203 TEL: FAX: (615)736-7124				8. ADDRESS OFFER TO See Item 7		(If other than Item 7)		CODE		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME VALERIE K CARLTON		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 615-736-7278		C. E-MAIL ADDRESS Valerie.K.Carlton@usace.army.mil				
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OFFER (Must be fully completed by offeror)										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM		
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE		
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.										

Section Supplies or Services and Price

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Environmental Services - Ft Campbell KY FFP ENVIRONMENTAL SERVICES CONTRACT @ FT CAMPBELL, KY PURCHASE REQUEST NUMBER: W38XDD-3283-3634	1			
				MAX NET AMT	

FOB: Destination

0001 Post-Award Conference

0002 Labor – Base Year One

The following labor categories could be used during the performance of the task orders.

Item No. Job Category

0002AA Program Manager	_____
0002AB Project Manager	_____
0002AC Deputy Project Manager	_____
0002AD Civil Engineer	_____
0002AE Cost Engineer	_____
0002AF Chemical Engineer	_____
0002AG Geotechnical Engineer	_____
0002AH Environmental Engineer	_____
0002AJ Hydrogeologist/Geologist	_____
0002AK Contract Administrator	_____
0002AL Procurement Manager	_____
0002AMontroller	_____
0002AN Accounting Clerk	_____
0002AP Contract Specialist	_____
0002AR Secretary	_____
0002AS Contract Quality Control System Manager	_____
0002AT Chemical Quality Control Coordinator	_____
0002AU General Superintendent	_____
0002AV Key Area Superintendent	_____
0002AWCertified Industrial Hygienist	_____
0002AX Certified Health Physicist	_____
0002AY Site Safety & Health Officer	_____
0002AZ Regulatory Specialist	_____

Labor Overhead (%) _____

G&A Rate (%) _____

0003 Labor – Base Year Two

The following labor categories could be used during the performance of the task orders.

Item No. Job Category

0003AA	Program Manager	_____
0003AB	Project Manager	_____
0003AC	Deputy Project Manager	_____
0003AD	Civil Engineer	_____
0003AE	Cost Engineer	_____
0003AF	Chemical Engineer	_____
0003AG	Geotechnical Engineer	_____
0003AH	Environmental Engineer	_____
0003AJ	Hydrogeologist/Geologist	_____
0003AK	Contract Administrator	_____
0003AL	Procurement Manager	_____
0003AM	Controller	_____
0003AN	Accounting Clerk	_____
0003AP	Contract Specialist	_____
0003AR	Secretary	_____
0003AS	Contract Quality Control System Manager	_____
0003AT	Chemical Quality Control Coordinator	_____
0003AU	General Superintendent	_____
0003AV	Key Area Superintendent	_____
0003AW	Certified Industrial Hygienist	_____
0003AX	Certified Health Physicist	_____
0003AY	Site Safety & Health Officer	_____
0003AZ	Regulatory Specialist	_____

Labor Overhead (%) _____

G&A Rate (%) _____

0004 Labor – Base Year Three

The following labor categories could be used during the performance of the task orders.

Item No. Job Category

0004AA Program Manager	_____
0004AB Project Manager	_____
0004AC Deputy Project Manager	_____
0004AD Civil Engineer	_____
0004AE Cost Engineer	_____
0004AF Chemical Engineer	_____
0004AG Geotechnical Engineer	_____
0004AH Environmental Engineer	_____
0004AJ Hydrogeologist/Geologist	_____
0004AK Contract Administrator	_____
0004AL Procurement Manager	_____
0004AM Controller	_____
0004AN Accounting Clerk	_____
0004AP Contract Specialist	_____
0004AR Secretary	_____
0004AS Contract Quality Control System Manager	_____
0004AT Chemical Quality Control Coordinator	_____
0004AU General Superintendent	_____
0004AV Key Area Superintendent	_____
0004AW Certified Industrial Hygienist	_____
0004AX Certified Health Physicist	_____
0004AY Site Safety & Health Officer	_____
0004AZ Regulatory Specialist	_____

Labor Overhead (%) _____

G&A Rate (%) _____

0005 Labor – Base Year Four

The following labor categories could be used during the performance of the task orders.

Item No. Job Category

0005AA Program Manager	_____
0005AB Project Manager	_____
0005AC Deputy Project Manager	_____
0005AD Civil Engineer	_____
0005AE Cost Engineer	_____
0005AF Chemical Engineer	_____
0005AG Geotechnical Engineer	_____
0005AH Environmental Engineer	_____
0005AJ Hydrogeologist/Geologist	_____
0005AK Contract Administrator	_____
0005AL Procurement Manager	_____
0005AMontroller	_____
0005AN Accounting Clerk	_____
0005AP Contract Specialist	_____
0005AR Secretary	_____
0005AS Contract Quality Control System Manager	_____
0005AT Chemical Quality Control Coordinator	_____
0005AU General Superintendent	_____
0005AV Key Area Superintendent	_____
0005AW Certified Industrial Hygienist	_____
0005AX Certified Health Physicist	_____
0005AY Site Safety & Health Officer	_____
0005AZ Regulatory Specialist	_____

Labor Overhead (%) _____

G&A Rate (%) _____

0006 Labor – Base Year Five

The following labor categories could be used during the performance of the task orders.

Item No. Job Category

0006AA Program Manager	_____
0006AB Project Manager	_____
0006AC Deputy Project Manager	_____
0006AD Civil Engineer	_____
0006AE Cost Engineer	_____
0006AF Chemical Engineer	_____
0006AG Geotechnical Engineer	_____
0006AH Environmental Engineer	_____
0006AJ Hydrogeologist/Geologist	_____
0006AK Contract Administrator	_____
0006AL Procurement Manager	_____
0006AM Controller	_____
0006AN Accounting Clerk	_____
0006AP Contract Specialist	_____
0006AR Secretary	_____
0006AS Contract Quality Control System Manager	_____
0006AT Chemical Quality Control Coordinator	_____
0006AU General Superintendent	_____
0006AV Key Area Superintendent	_____
0006AW Certified Industrial Hygienist	_____
0006AX Certified Health Physicist	_____
0006AY Site Safety & Health Officer	_____
0006AZ Regulatory Specialist	_____

Labor Overhead (%) _____

G&A Rate (%) _____

Section C - Descriptions and Specifications

DESCRIPTION AND SPECIFICATIONS

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENTS

- C. 1 General: The purpose of this contract is to provide a full range of environmental services to Ft. Campbell, KY. Since Fort Campbell encompasses both the states of Tennessee and Kentucky, the project site may be located in either Montgomery County, Tennessee or Christian County, Kentucky. The environmental services will fall generally under the categories of environmental compliance, environmental restoration, environmental conservation, and pollution prevention. Examples of the types of services under these categories that may be ordered under this contract are given in the paragraphs below, although actual services ordered under task orders will not be limited to these examples. The Contractor shall furnish all materials, equipment, supplies, plant and personnel, and all other services required to perform the environmental services outlined in this section and as specifically identified in individual task orders.
- C.2 Scope of Work: The schedule and specific procedures for each item of work will be described in individual task orders. The Government and the Contractor shall negotiate the price of each individual task order including the Contractor's fee or profit. The effort will be issued as either construction or service. Task Orders will be issued as firm-fixed price or cost-reimbursable at the sole discretion of the Government.
- C.2.1 Environmental Compliance: The Contractor shall be capable of providing a wide range of environmental compliance services. Examples of some of the environmental compliance work that may be required are listed below:
- a. Complying with Federal, State, and/or local air pollution regulations. This includes, but is not limited to, preparation of air permits, monitoring air emissions, maintaining air emissions inventories, and inspecting permitted facilities, and complying with applicable regulations while performing work under this contract.
 - b. Complying with Federal, State, and/or local solid waste handling and disposal regulations. This includes, but is not limited to, solid waste management plans and solid waste recycling; solid waste landfill inspection, monitoring, permitting and closure; and actual disposal of solid waste generated by others.
 - c. Complying with Federal, State, and/or local hazardous waste handling and disposal regulations. This potentially includes actual disposal of hazardous wastes generated by work under this contract or by others.
 - d. Complying with Federal, State, and/or local Emergency Planning and Community Right to Know regulations.
 - e. Complying with Federal, State, and/or local water quality regulations. This includes, but is not limited to, drinking water systems, wastewater treatment systems, and stormwater systems, as well as other water encountered or generated in the conductance of work under this contract.
 - f. Establishing and/or upgrading GIS systems.
 - g. Establishing and/or upgrading extensive databases. Some of these databases may be integrated with GIS systems.
 - h. Lead-based paint investigations and abatement.
 - i. Asbestos surveys and abatement.

- j. Radon surveys and testing.
- k. Indoor air quality monitoring.
- l. Other compliance issues.

C.2.2 Environmental Restoration: The Contractor shall be capable of providing innovative technologies, as well as traditional methods of site investigation, design and remediation. Examples of some of the environmental restoration work that may be required are listed below:

- a. Develop site-specific work plans with accompanying subplans. These subplans include, but are not limited to, such documents as sampling and analysis plans, site specific safety and health plans, Contractor quality control plans, and erosion control plans.
- b. Sampling and testing of soil (from surface to deep subsurface) and/or other solid matter; sampling and testing of sediment; sampling and testing of groundwater; sampling and testing of air; sampling and testing of surface water; and sampling and testing of potentially hazardous materials encountered in work under this contract or generated by others. Soils may be tested for both chemical and geotechnical parameters. Groundwater sampling may involve installation and development of monitoring wells and extraction wells.
- c. Conduct site investigations (e.g., Remedial Investigations, RCRA Facility Investigations, Comprehensive Site Assessments, Site Assessments, etc.) in accordance with Federal, State, and local environmental regulations. This includes preparation of work plans and reports for approval by the Corps of Engineers and the applicable Federal, State, and/or local regulatory authorities.
- d. Prepare remedial action decision documents (e.g., Feasibility Studies, Records of Decision, Corrective Measures Studies, Corrective Action Plans, Remedial Action Plans, etc.) for approval by the Corps of Engineers and the applicable Federal, State, and/or local regulatory authorities.
- e. Perform risk assessments (both human health and ecological) in support of RCRA, CERCLA, or other Federal or State regulated programs.
- f. Conduct remedial action activities at sites contaminated with the following types of substances: RCRA listed hazardous wastes, RCRA characteristic hazardous wastes, metals, PCBs, asbestos, petroleum hydrocarbons and chlorinated hydrocarbons, TSCA regulated substances and other contaminants not specifically listed.
- g. Remediation of contaminated soil. Soil remediation may include, but is not limited to, such techniques as excavation and off-site disposal, soil vapor extraction and multi-phase extraction, bioventing, soil washing, bioremediation (ex-situ and in-situ), stabilization and/or solidification.
- h. Demolition, removal, decontamination, treatment, transport and/or disposal of manmade structures. Manmade structures include, but are not limited to, buildings, sumps, tanks (both aboveground and underground), oil/water separators, oil pits, lube racks, drums, and transformers. Additionally, these manmade structures may contain, or be contaminated with, asbestos, lead-based paint, PCBs, petroleum products, or other solid or hazardous wastes.
- i. Remediation of contaminated groundwater. Groundwater remediation may include, but is not limited to, multi-phase extraction, groundwater treatment technologies, in-situ bioremediation, reactive barriers, and air sparging.
- j. Topographic and geophysical surveys.

- k. Hydrogeological testing and data analysis (includes groundwater modeling and computer models).
 - l. Chemical sampling, treatment, and/or disposal of containerized wastes, such as waste inside tanks, drums, and transformers.
 - m. Construction of containments (e.g., caps, slurry walls, etc.) around hazardous waste sites.
 - n. Operation and maintenance of remediation facilities, such as, groundwater collection and treatment systems, soil vapor extraction systems, multi-phase extraction systems, air sparging systems, and bioventing systems.
 - o. Provide Corps of Engineers approved laboratory services for chemical and physical analyses of air, soil, groundwater, surface water, and sediment samples.
 - p. Participation in community education and public affairs activities, including but not limited to support of public meetings and the Fort Campbell Restoration Advisory Board.
 - q. Prepare Remedial Action Reports and/or Closure Reports/Post-Closure Reports after completion of the remedial action activities.
- C.2.3 Environmental Conservation: The Contractor shall be capable of providing a wide range of environmental conservation services. Examples of some of the environmental conservation work that may be required is listed below:
- a. Perform natural resource studies and investigations and reviews of natural resource programs to insure compliance with U.S. Army, Federal, State, and local regulations.
 - b. Perform cultural resource studies and investigations and reviews of cultural resource programs to insure compliance with U.S. Army, Federal, State, and local regulations.
 - c. Perform wetlands studies and investigations, reviews of wetlands programs to insure compliance with U.S. Army, Federal, State, and local regulations, and preparation of wetlands permits.
 - d. Prepare National Environmental Policy Act documentation.
- C.2.4 Pollution Prevention: The Contractor shall be capable of providing a wide range of pollution prevention services. Examples of some of the pollution prevention work that may be required is listed below:
- a. Write or perform reviews of pollution prevention plans/programs to insure compliance with U.S. Army, Federal, State, and local regulations, preparation/revision of pollution prevention plans, and preparation/revision of pollution prevention training programs.
 - b. Write or perform reviews of spill prevention control plans/programs to insure compliance with U.S. Army, Federal, State, and local regulations and preparation of spill prevention control plans.
 - c. Write or perform reviews of underground storage tank (UST) plans/programs to insure compliance with U.S. Army, Federal, State, and local regulations and preparation of UST management plans and UST databases.
 - d. Write or perform reviews of stormwater and erosion control plans/programs to insure compliance with U.S. Army, Federal, State, and local regulations and preparation of stormwater management plans.
 - e. Preparation/revision of comprehensive environmental management systems.

- f. Write or perform reviews of noise pollution programs to insure compliance with U.S. Army, Federal, State, and local regulations and monitoring and mitigation of noise sources.
- g. Evaluate facilities for the potential of reducing, substituting, or eliminating processes and materials that generate hazardous wastes or solid, non-hazardous wastes that are not recyclable.

C.3 Administrative Requirements:

- a. Environmental Projects: The Contractor, the Contractor's subcontractors, and the Contractor's suppliers shall perform all work in full compliance with applicable Federal, State, and Local environmental laws and regulations including the following: pertinent Occupational Safety and Health Administration and Department of Transportation requirements, National Environmental Policy Act, Clean Water Act, Clean Air Act, Endangered Species Act, National Historic Preservation Act, Fish and Wildlife Conservation Act, Federal Insecticide, Fungicide, and Rodenticide Act, Asbestos Hazard Emergency Response Act, Noise Control Act, Pollution Prevention Act, Toxic Substances Control Act, Resource Conservation and Recovery Act as amended by the Hazardous and solid Waste Amendments, and Comprehensive Environmental Response and liabilities Act as amended by the Superfund Amendments and Reauthorization Act. Any incidents of spills, releases, or noncompliance with regulations noted by the Contractor shall immediately be brought to the attention of the Contracting Officer with written notice provided as soon as possible thereafter. Nothing in this contract shall relieve the Contractor of his responsibility to comply with these laws and regulations. Further, the Contractor shall obtain all permits, licenses, and/or certificates required by each task order. When required, the Contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform the work as defined in each task order Scope of Work. The Contractor shall provide necessary labor, supervision, insurance, vehicles, equipment, packing materials, labels, waste analysis, lab packing, weight slips, and manifest forms to safely and legally transport and dispose of, or recycle, solid non-hazardous waste, hazardous waste, and hazardous materials. The Contractor shall perform all work in accordance with 40 CFR Parts 190 through 289 and 49 CFR Parts 100 through 177.
- b. CADD Files: When required, and requested in a task order, all CADD files (survey and topographic data, remedial action design drawings, contaminant migration maps and models, etc.) shall be digitized into files compatible with Microstation vector format (or other format if directed in the individual task order). Specific design file features will be provided in the individual task orders. CADD files shall also meet any upgrade to all Corps of Engineers systems throughout the duration of the contract.

C.4 Government Furnished Information: Specific Government furnished information for each item of work will be described in the task orders. In general, the information will consist of topographic maps, information gathered during previous investigations (e.g., results from environmental compliance audits and surveys, geologic logs from wells or borings, results from any previously conducted soil and groundwater sampling and chemical analyses, etc.), available hydrogeologic information, and utility maps and clearances.

C.5 Reserved:

C.6 Technical Requirements:

- a. Safety and Health: This subsection describes, in general terms, the minimum Contractor safety, health, and emergency response requirements associated with this contract. The Contractor shall have an ongoing Safety and Health Program meeting the requirements of the OSHA standard, 29 CFR 1910.20, 29 CFR 1910.21, and 29 CFR 1910.120. In addition, whenever work is to be performed at an uncontrolled hazardous waste site, the Contractor shall prepare, implement, and enforce a site-specific Site Safety and Health Plan (SSHP). The Contractor shall insure that the subcontractors, suppliers, and support personnel follow all safety and health provisions.

(1) Safety and Health Program: The Corps of Engineers reserves the right to review the Contractor's corporate "Safety and Health Program." The Contractor shall incorporate any additions or revisions required by the Contracting Officer.

(2) Site Safety and Health Plan: For each action at an uncontrolled hazardous waste site (or when directed in the specific task order), the Contractor shall prepare a written Site Safety Health Plan (SSHP) that complies with the specific task order. Acceptance of the Contractor's SSHP is required prior to start of field activities. The Corps of Engineers reserves the right to visit and/or inspect site work at any time and reserves the right to require the Contractor to make changes in his SSHP and operations as necessary to assure the safety and health of all persons on or near the site.

(3) Regulations: The Contractor's Safety and Health Program shall comply with and reflect the following applicable regulations and publications:

(a) OSHA Standards, 29 CFR 1910 and 29 CFR 1926.

(b) U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1.

(c) U.S. Army Corps of Engineers regulation "Safety and Occupational Health Document Requirements for Hazardous, Toxic, and Radioactive Waste (HTRW) and Ordnance and Explosive Waste (OEW) Activities," current date.

(d) NIOSH/OSHA/USCG/EPA Document, "Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities," October 1985 (DHHS Publication No. 85-115).

(e) Federal Acquisition Regulation (FAR) Clause "Accident Prevention" (52.236-13).

(f) Other relevant Federal, State, and local regulations.

(4) Responsibility: The overall responsibility for the development, implementation, and continued enforcement of the Contractor's Safety and Health Program and Site Safety and Health Plans lies with the Contractor.

(a) The Contractor shall utilize the services of an experienced Certified Industrial Hygienist (CIH) to implement and oversee the Safety and Health program and to develop, implement, and sign all Site Safety and Health Plans (SSHP). Any changes to the established Safety and Health Program or SSHPs shall be at the direction and approval of the CIH. The CIH will not necessarily be required to be on site during site activities, but shall be readily available for consultation when required.

(b) During work at an uncontrolled hazardous waste site (or when required by the specific task order), the Contractor shall utilize a trained, experienced Site Safety and Health Officer (SSHO) to assist and represent the CIH in the continued implementation and enforcement of the approved SSHPs. A SSHO shall be assigned to each site during work activities on a full-time basis and shall be either a Contractor employee or a subcontractor who reports to the Contractor and the CIH in matters pertaining to site safety and health.

b. Chemistry: This subsection identifies the chemical expertise and laboratory support required to document the Contractor's understanding of the chemistry related details of the work and his approach to quality control of chemical measurements, including all requirements specified in USACE EM 200-1-3, dated February 2001.

(1) Laboratory Support Services: Field testing capability, field laboratory capability, and a stationary lab shall be made used either in combination or individually depending on the circumstances of the project.

(a) Field testing capability shall include, as a minimum, the standards, equipment, and knowledge to use photo ionizing detectors, flame ionizing instruments, combustible gas/oxygen meters, ionizing radiation meters, and pH and conductivity/DO/turbidity meters. Other field testing devices (e.g., portable Gas Chromatograph, immunoassay kits, etc.) shall be readily available for use for meeting project specific needs.

(b) As a minimum, access to a field lab with the capability of gas chromatography, atomic absorption spectrophotometry, and gravimetric and volumetric analysis is required. Various support equipment for the above instrumentation as well as sample preparation and storing shall also be needed.

(c) The capabilities of the in-house or subcontracted stationary lab shall include the whole range of environmental analyses of air, water, soil, and materials using standard methods. More than one laboratory may be identified to cover the range of analyses required. All levels of data quality will be specified by the Contractor and approved by the U.S. Army Corps of Engineers. In addition, any subcontracted laboratory shall hold a current USACE validation.

(d) Analysis capabilities shall include, at a minimum, volatile organic compounds (TCL), semi-volatile organic compounds (TCL), TAL metals, cyanide, explosives compounds, pesticides/PCBs, herbicides, dioxins and furans, major anions and cations, biological and limnological parameters, and radioactivity. Tests to determine if a material is hazardous waste according to 40 CFR 261 shall also be within the lab's capability.

(e) Analytical methods used shall be Environmental Protection Agency (EPA) standard methods, unless technically impractical. Methods shall include, but shall not be limited to, those described in EPA SW-846, EPA 600/4-79-020, and EPA 600/4-82-057. Methods described in the EPA Contract Laboratory Program Statement of Work for organic and inorganic compounds will be acceptable, but not required. Also, the laboratory shall be a successful participant in a NIOSH PAT PROGRAM or AIHA certified and be completely capable of analyzing required air samples. The laboratory shall be certified by the State in which the laboratory services are being performed, by all appropriate federal agencies, and by the U.S. Army Corps of Engineers Missouri River Division Laboratory. The name and address of the laboratory(s) and a copy of each required certification certificate shall be submitted for evaluation along with the proposal for this contract. For the purposes of laboratory certification, it is anticipated that work under this contract will be performed in the following states: Kentucky and Tennessee. All laboratory certifications must remain effective for the duration of the individual task orders. The laboratory must participate in a federally recognized performance evaluation program, such as, WP/WS.

c. Geological: This subsection describes, in general terms, the technical geological requirements for subsurface sampling associated with this contract. Specific geotechnical requirements will be described in each task order. The Contractor (or his subcontractor(s)) shall be capable of the following types of drilling techniques: air rotary (both air hammer and air rotary bits) reverse circulation, dual wall or dual casing, rock drilling (coring and boring), and soil drilling (mud rotary, hollow stem auger, undisturbed (Shelby), direct push and split spoon). Drilling operations may be from truck, ATV or skid mounted rigs. Drilling operations will be performed for the purposes of obtaining samples for both geotechnical and chemical analysis as well as monitor well installation, extraction/supply well installation and injection well installation. Drilling and other geotechnical operations and well installations shall be conducted in accordance with EM 1110-1-4000, *Monitor Well Design, Installation, and Documentation at Hazardous toxic and Radioactive Waste Sites* (current date); EPA

No. OSWER-9950.1, *RCRA Ground Water Monitoring Technical Enforcement Guidance Document (TEGD)*; EM 110-1-1804 *Geotechnical Investigations*, (current date); ER 1110-1-8157, *Geotechnical Data Quality Management for Hazardous Waste Remedial Activities*, (current date); and Nashville District's HTRW Field Manual.

Accurate inspector's logs and records of all work accomplished shall be maintained. Boring logs shall follow the example as shown in EM 1110-1-4000 and Nashville District's HTRW Field Manual. Complete, legible copies of these logs and records shall be provided to the Corps of Engineers upon completion of the work and shall be included as appendices in reports. Any log or record that is not legible may be grounds for the Corps to not accept that record or boring/well.

d. Engineering/Scientific and Environmental: This subsection describes, in general terms, the engineering and environmental capabilities and services to be provided by the Contractor. The expected engineering expertise consists of, but is not limited to, environmental engineering (e.g., site investigations, remediation design, etc.), civil engineering (e.g. site investigations, feasibility studies, etc.), geology/hydrogeology (e.g. site investigations, feasibility studies, etc.), mechanical engineering (e.g., remediation design), electrical engineering (e.g., remediation design), chemical engineering (e.g., remediation design), and cost engineering (e.g., cost estimating for feasibility studies and remediation design). The expected environmental expertise consists of, but is not limited to, environmental engineers, wetlands specialists, hazardous waste specialists, archaeologists, biologists, risk assessors, regulatory specialists and environmental scientists.

C.7 Contractor Personnel and Qualifications: The Contractor shall furnish sufficient technical, supervisory, and administrative personnel at all time to insure performance of the work in accordance with the delivery schedule provided in individual task orders. All work under this contract shall be conducted in a professional manner that will provide the highest degree of precision and accuracy obtainable for the task being performed. All quality control measures required in each task order and set in the work plan shall be strictly adhered to. Any deviation shall be reported immediately in writing to the Contracting Officer, or his representative, and either the deviation approved or an alternate plan agreed upon and approved in writing by the Contracting Officer before the work continues. If either the quality standards are not met or the Contractor fails to report and receive written approval for all deviations and alternate plans, the work in question shall be repeated in a satisfactory manner on a mutually agreed upon schedule at no additional cost to the Corps of Engineers.

a. Personnel Requirements: The Contractor shall insure that all personnel (both Contractor and subcontractor) working at uncontrolled hazardous waste sites (or when specifically required by the task order) have 40 hours of OSHA health and safety training and a current valid certificate as mandated by 29 CFR Part 1910.120 and be under a medical surveillance program. The Contractor shall be responsible for furnishing all necessary worker safety protection equipment and training. The Contractor shall maintain documentation of CPR training, first aid training, respirator training and respirator fit testing for all field personnel on working on HTRW sites.

b. Program Manager: The Contractor shall appoint a Program Manager to serve as a single point of contact and liaison between the Contractor and the Contracting Officer or representative (i.e., Corps of Engineers Project Manager) for all work required under the contract. Upon award of the contract, the Contractor shall immediately provide the Contracting Officer with the name of the individual so designated, in writing. The Contractor's Program Manager will be responsible for the complete coordination of all work performed under the contract. All work will be accomplished with adequate internal controls and review procedures, aimed at eliminating conflicts, errors, and omissions, and insure the technical accuracy of all reports, designs, drawings, specifications and other submittals.

c. Project Manager: Unless otherwise required in the individual task order (i.e., some task orders may require different expertise), the Contractor's Project Manager for each task order shall be a Professional Engineer, Professional Geologist, or Professional Hydrogeologist with a degree from an accredited four

year college or university. He/she shall have a minimum of four years experience directing and managing environmental projects.

d. Drilling Inspector: The drilling inspector will provide full time oversight during subsurface drilling and shall hold a Bachelor of Science degree in engineering, geology, or engineering geology. The inspector must have a minimum of one year's experience in shallow drilling and sampling for engineering and environmental projects. The inspector must also be knowledgeable in the Unified Soil Classification System.

e. Industrial Hygienist: The Industrial Hygienist will prepare the Site Safety and Health Plan and be responsible for maintaining appropriate safety measures during field investigations. He/she must be certified by the American Industrial Hygiene Association and have a minimum of two years of experience in preparing and implementing environmental safety plans. The Contractor's Certified Industrial Hygienist shall report to a senior company officer. The safety and health chain-of-command and production management chain-of-command shall be mutually exclusive.

f. Regulatory Specialist: The Contractor shall designate for each task order a single point of contact for all regulatory matters and complete manifest requirements, in accordance with the approved statement of work, Contractor's approved SSHP, Sampling and Analysis Plan, and all federal, state, and local laws and regulations. The Contractor shall coordinate review and approval for all manifests with the Contracting Officer or his representative.

g. Quality Control: Professional level skills and management practices are required in the performance of the contract. Accordingly, the Contractor shall establish an effective quality control program to assure that the end products meet professional standards and comply with the contract requirements. The Contractor's senior quality control individual shall report to a senior company officer. The quality control and production management chains-of-command shall be mutually exclusive.

C.8 Security: The Contractor shall provide site security (e.g., fencing) as required by each individual task order. However, as a minimum the Contractor shall maintain the site and all other Contractor controlled areas in such a manner as to minimize the risk of injury or accident to site personnel or others who may be in the area. The Contractor shall comply with all security requirements of Fort Campbell that may be applicable to any site on Fort Campbell at which work is performed under this contract.

C.9 Waste Management: The Contractor shall follow proper waste management procedures. Waste disposal shall fully comply with appropriate Federal and State regulations controlling waste classification/disposal, land disposal restrictions, and waste management under CERCLA, RCRA, TSCA or any other applicable regulations.

Section G - Contract Administration Data

G-1 PROCURING CONTRACTING OFFICE:

The Procuring Contracting Office responsible for receipt of the Contractor's proposal for each Task Order is:

U.S. Army Engineer District, Nashville
ATTN: CELRN-CT Room A-604
110th 9th Avenue South
Nashville, TN 37203-3863

G-2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer will be the only individual authorized to direct and/or redirect the tasks or in any way amend any of the items of this contract.

G-3 CONTRACT ADMINISTRATION AUTHORITY:

Contracting Officer's Representative (COR) may be appointed by the Contracting Officer for each Task Order for the purpose of technical surveillance of the work performed including details of performance and quality of work under this contract. Contracting Officer's Representatives authority may be granted to the Corps of Engineers District responsible for the applicable Task Order's location. This clause in no way authorizes anyone other than the Contracting Officer to commit the Government to changes in the terms of the contract.

G-4 ORDERING PROCEDURES FOR NEGOTIATED TASK ORDERS:

- a. The Contracting Officer will notify the Contractor of an existing requirement through the issuance of a Request for Proposal Letter to include the Scope of Work and drawings.
- b. The Contractor shall then prepare their proposal for accomplishing the task by preparing and submitting sufficient documentation to assure that the Contractor has provided sufficient planning to accomplish the required task. Estimates will be submitted using the Work Breakdown Structure (WBS) to the fourth level. For guidance on WBS, see the Cost Engineering Homepage at http://www.hq.usace.army.mil/cemp/e/ec/ec_new.htm. For the Remedial Action WBS see "VIEW RA-WBS" at http://globe.lmi.org/lmi_hcas/wbs.htm.
- c. The task and time set for receipt of proposal will be identified in each Request for Proposal letter.
- d. Upon receipt of the Contractor's proposal, the Government will review the proposal documents for adequacy and completeness. The Government will then negotiate with the Contractor the proposed effort, price, fees (as applicable) and the performance time required under each task order.
- e. The Contracting Officer may at any time, prior to award of the Task Order, determine that it is not in the best interest of the Government to award said order to the Contractor. No liability will accrue to the Government without issuance of a resultant Task Order.

G-5 INVOICES

All invoices shall be submitted as specified in each task order.

a. Cost-Reimbursable vouchers must be submitted on Standard Form 1034 and Standard Form 1035, Public Voucher for Purchases and Services Other Than Personal. The Contractor may submit an invoice no more than one (1) time every thirty (30) calendar days or upon the completion of each task order.

b. Firm-Fixed Price invoices shall be submitted on ENG Form 93, Payment Estimate – Contract Performance, or using a similar commercial format. The Contractor may submit an invoice no more than one (1) time every thirty (30) calendar days or upon the completion of each task order.

G-6 TRANSMITTAL LETTERS

The Contractor shall send the original of all transmittal letters to the Contracting Officer, U.S. Army Corps of Engineers, Nashville District, CELRN-CT, P.O. Box 1070, Nashville, Tennessee 37202-1070.

G-7 ACCOUNTING AND APPROPRIATIONS

The applicable Accounting and Appropriation Data will be provided upon Contract award.

96X49020000 082438 3230RF6104NA NA 96403
COST 000000000000
CODE:
AMOUNT: \$280,000.00

Section H - Special Contract Requirements

SECTION H

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H-1 MINIMUM & MAXIMUM AMOUNTS AUTHORIZED

The Contractor shall, upon receipt of duly executed task orders, perform all work required of this contract and such further requirements as may be contained in task orders for projects described in said task orders. The Contractor shall complete all work under this contract within the period of time specified in task orders. No task orders shall be issued after the expiration of the contract. There is no minimum amount per task order. Minimum guaranteed contract amount under this solicitation is \$280,000.00. The total maximum contract amount, to include any option year awarded, under this solicitation shall not exceed \$14,000,000.00.

(End of Clause)

H-2 MOST FAVORED CUSTOMER ASSURANCE

The Contractor agrees that the prices for the supplies or services furnished under this contract are as low or lower than those charged the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discount for prompt payment.

(End of Clause)

H-3 TYPE OF CONTRACT - FAR 52.216-1

As prescribed in 16.105, complete and insert the following provision:

Type of Contract (Apr 1984)

The Government contemplates award of a firm-fixed price and cost-reimbursable service and/or construction contract resulting from this solicitation.

H-4 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)—EFARS

(a) This clause does not apply to terminations. See EFARS 52.249-5000, Basis for settlement of proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the Contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Region III.

Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer.

For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the Schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for

equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the Contracting Officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

H-5 MANAGEMENT INFORMATION SYSTEM (MIS)

(a) The Management Information System (MIS) agreed upon in an advance agreement will be used by both the Contractor and the Government for tracking and controlling schedule, cost, reports and submittals. As a minimum, the system must have the following capabilities:

- (1) Planning and Scheduling
- (2) Cost Estimating, Budgeting and Accounting Reports
- (3) Technical and Regulatory Reports
- (4) Submittals
- (5) Commitment status and forecast (accruals) report

The MIS shall be an integrated system for the management of the entire contract and for each task order. This computerized system shall provide the means for analysis, evaluation, accounting and reporting and shall be implemented by the Contractor with IBM compatible software (3 1/2" high density floppy disks). The Contractor will be required to deliver to the Contracting Officer within fifteen (15) calendar days following receipt of Notice of Award, a complete set of program diskettes and user documentation for use by the Government. The program diskettes and user documentation will become property of the Government and the Government shall be granted all rights customarily afforded to a software licensee by the software company. The Contractor shall also provide three (3) days of instruction on the use of the selected software to two (2) Government employees for each work site (this could be a requirement of numerous task orders); the instructions shall be held at locations to be determined in the task orders and shall be given by the software manufacture's instructional staff, or instructors satisfactory to the Contracting Officer, but no sooner than 15 days after issuance of the task order. The operating system and memory of the computer selected shall be capable of supporting the number of activities required for the project. The computer and its' peripherals must have on-site capability for planning and schedule, cost estimating, budgeting and accounting reports, technical and regulatory reports and submittals allowing flexible formatting and summarization and graphical output using a dot matrix printer or other similar type plotter/printer(s). The Contractor is required to provide to the Contracting Officer one set of IBM compatible data diskettes (3.5" double density floppy disks) of all required planning and scheduling, cost estimating, budgeting and accounting reports, technical and regulatory reports and submittals and updates in addition to the specified number of hard copies.

(b) **PLANNING AND SCHEDULING.** The planning and scheduling system shall be based on a network theory embodied in the Critical Path Method (CPM) that shows the time needed for each step of the project and also the steps that must be taken in a logical sequence. The system shall provide the means for analysis and evaluation of alternatives. See ER 1-1-11 PROGRESS, SCHEDULES, AND NETWORK ANALYSIS SYSTEM for guidance on various schedule management methods.

(1) The Contractor (CPM) and activity schedules for the contract shall be based on a 7-day week, with no weekends or holidays. The diagram shall show the order and interdependence of activities and the sequence in which the work is to be accomplished as planned by the Contractor in coordination with the subcontractors. The basic concept of an arrow or node diagram shall be followed to show how the start of a given

activity is dependent on the completion of preceding activities and its completion restricts the start of the following activities.

(2) The arrow or node diagram shall include, in addition to construction activities, the submittal of samples of materials and shop drawings, the procurement of critical materials and equipment, and their installation and testing. All activities of the Government that affect progress, and contract required dates for completion of all or part of the work shall be shown. The diagram shall show completion of certain portions of the project as specified herein.

(3) The selection and number of activities shall be subject to the Contracting Officer's approval. Detailed networks shall be drafted to show a continuous flow from left to right. The following information shall be shown on the diagrams for each activity: Preceding and following event number, description of the activity, and activity duration in calendar days. The total monetary value of all activities shall equal the current amount of the task orders issued by the contract. The number of activities and features shall be determined by the Contractor subject to the approval of the Contracting Officer. The detail of information shall be such that duration of each activity will normally range from 1 to 30 days.

(4) The mathematical analysis of the network diagram shall be accomplished by a computer base and have the following minimum characteristics:

(a) The capability of ingesting and tabulation of all data required in the diagram and as stated above.

(b) Must be able to accept and tabulate input data as follows (by calendar date:)

(1) Percent completed for any activities as reported.

(2) Actual start date for any activity.

(3) Actual finish date for any activity.

(4) Issuance date of task order.

(5) Site visit date.

(6) Scope preparation start and complete date.

(7) Negotiation start and complete dates.

(8) Response action start and complete dates.

(c) Compute and Tabulate:

(1) Preceding and following event numbers.

(2) Activity description.

(3) Estimated duration of activities (by calendar days).

(4) Earliest start date (by calendar date).

(5) Earliest finish date (by calendar date).

(6) Latest start date (by calendar date).

(7) Latest finish date (by calendar date).

(8) Float (by calendar days).

(9) Monetary value of activity.

(5) The program used in making the sort or schedule shall be capable of compiling the total value of completed and partially completed activities and subtotal from separate task orders. The program shall also be capable of accepting revised completion dates as modified by approved time adjustments and re-computations of all tabulation dates and float accordingly.

(6) The program shall list the activities in sorts or schedules as follows:

(a) I.J or node sort, by the preceding event number lowest to highest and then in the order of the succeeding event number.

(b) Float sort, by the amount of float then in order of event number.

(c) Late start sort, in order of latest allowable start dates, then in order of event numbers.

(d) Late finish sort, in order of latest allowable start dates, then in order of event numbers.

(e) Cash flow projection as required by a scheduled earnings curve.

(7) Cover sheet, a monitor of the input data for each periodic report period, scheduled completion date and actual completion date.

(8) Cover sheet to summarize the following data: Progress in the reporting period by dollar value, days worked and percent progress. Total project progress by dollar value, days worked, and percent progress.

(c) **COST SYSTEMS.** Cost estimating, budgeting and accounting systems shall be required of the Contractor. These systems shall provide reports to the Government for these 3 basic categories. The details of these reports shall be established after contract award and accordingly incorporated into the MIS. The Contractor shall use the HTRW REMEDIAL ACTION WORK BREAKDOWN STRUCTURE (RA WBS) as described in Section G, paragraph G.4.b.

(d) **TECHNICAL AND REGULATORY REPORTS.** Technical and regulatory reports shall be prepared and submitted by the Contractor for each project. All reports shall contain the following information: Contract number, Contract name, project name, reporting period, scheduled completion date, actual completion date.

(1) Daily work reports shall be prepared for each active project. Active projects duration shall extend from date of issuance of task order until the completion of on-site work. As a minimum, the following daily reports will be required:

(a) General contract and site information.

(b) Personnel and Equipment on-site and off-site for the Contractor and subcontractor. Specify if the equipment was rented and if it was Contractor or Government usage in: hours available working, repair standby, hours available not working.

(c) Summary of work in progress on-site and off-site.

(d) Summary of chemical sampling/handling testing.

(e) Summary of Contractor quality control as specified under "CONTRACTOR QUALITY CONTROL."

(f) List of all waste materials going off-site including: manifest (if required), description, quantity, destination, purpose and the hazardous waste classification.

(g) Description of instructions/guidance received from Government personnel.

(h) List of contacts with the public, media or any other organization and a copy of confirmation notices.

(2) Weekly work reports shall be prepared for each active project. As a minimum, the following weekly reports will be required:

- (a) Summary of work completed during the work.
- (b) Discussion of work scheduled for the next week.
- (c) Summary of work completed to date.
- (d) The planning and scheduling weekly submittal.
- (e) Copies of chemical analysis and quality control data.
- (f) Certified weekly payrolls.

(3) Monthly or bi-monthly performance reports and requests for payments which at a minimum shall include:

(a) Separate invoices for each task order showing tasks, percent complete and amount requested.

(b) Engineer Form 93, "PAYMENT ESTIMATE-CONTRACT PERFORMANCE," with a line item for each task order.

(c) Submit backup documentation to support the PAYMENT ESTIMATE such as:

- (1) Description of the project.
- (2) Discussion of the work.
- (3) Contract and task order schedules.
- (4) Summary of estimated vs. actual costs.
- (5) Discussion of significant changes of the work effort.

(4) Final reports submitted 30 days after completion of each task order and at a minimum shall include:

- (a) Discussion of project requirements and results.
- (b) Discussion of air monitoring and health and safety results.

(c) Results of chemical analysis including quality control data and comparison of results.

(d) Copies of manifests, certificates and related documents.

(e) As-built drawings.

(f) Logbooks and all other data taken during the contract.

(e) SUBMITTALS. Submittals shall be in accordance with paragraph 20.8.5 of the attached Exhibit A.

(f) CERTIFICATES OF COMPLIANCE. Any certificates required for demonstrating proof of compliance of materials with specification or task order requirements shall be executed in 3 copies. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

(End of Clause)

H-6 AWARD FEE PLAN

(a) PURPOSE. This plan outlines the policies and procedures that will be used to determine award fees and the duties and responsibilities of personnel associated with the award fee process.

(b) SCOPE. The government will issue task orders under the IDIQ basic contract. These task orders may be issued as cost-reimbursable award-plus-award-fee task orders. This plan enables the Award Fee Review Board (AFRB) to develop award fee recommendations. It establishes fee criteria and provides for the contractor to receive the government's assessment of contract performance.

(c) RESPONSIBILITIES.

(1) Contracting Officer. The Contracting Officer will issue and administer the task orders. The Contracting Officer will also act an advisor to the AFRB, as well as alternate chairman and/or member of the board.

(2) Contracting Officer's Representative (COR). The COR is a government employee selected and designated in writing by the Contracting Officer, to act as his/her authorized representative in administering the task order. This position may provide input on the award fee evaluation.

(3) Award Fee Review Board (AFRB). Members of the AFRB are designated personnel who are familiar with the various task order requirements. The Board will convene, either in person or as otherwise determined, to evaluate written reports, assess submitted recommendations, review contractor comments and recommend to the Award Fee Determining Official the amount of the award fee to be awarded to the contractor. Alternate members of the Award Fee Review Board may be appointed.

(4) Award Fee Review Board Chairman. The AFRB Chairman arranges and chairs the AFRB meetings. The AFRB Chairman prepares the report for the Award Fee Determining Official.

(5) Award Fee Determining Official (AFDO). The Award Fee Determining Official is the designated official who determines the fee to be awarded to the contractor based on recommendations

submitted by the AFRB. The determination is provided to the Contracting Officer for disposition and payments to the contractor.

(6) Contract Specialist (CS). The Contract Specialist is appointed by the Contracting Officer to administer the task order under the direction of the Contracting Officer.

(d) AWARD FEE REQUIREMENTS

(1) Base fee will be paid to the contractor without regard to any performance standards. Base fee shall not exceed 3% of the total costs negotiated for the task order. Base fee allows payment to the contractor in order to cover those cost items that are determined to be unreasonable, unallowable, or unallocable to the project.

(2) Award fee shall not exceed 7% of the total costs negotiated for the task order. The award of the award fee shall be accomplished in accordance with the guidelines herein. The performance criteria, as described herein, will be utilized to evaluate performance during the rating period. The Contracting Officer and Award Fee Board Chairman shall ensure that the criteria remain unchanged during the rating period.

(3) The length of award fee evaluation periods may vary and shall be specified in the task order. The determination of the award fee earned for each evaluation period shall be made unilaterally by the AFDO within 30 workdays of the end of the evaluation period. The notification will identify significant areas of performance and include reasons why the fee was or was not earned. The Contracting Officer, assisted by the performance monitors, will be available to “debrief” the contractor to ensure all parties understand the performance assessments.

(4) The earned award fee will be provided to the contractor through task order modification not later than 45 working days after the end of the evaluation period. Unearned award fee does not carry over and is not made part of the subsequent award fee pool. The contractor may submit vouchers for the earned award fee immediately upon receipt of the Contracting Officer’s written award fee notification.

(e) EVALUATION CRITERIA

(1) Evaluation criteria have been established and will be used in determining whether and to what extent the contractor has earned or may be entitled to receive award fee. In determining the amount of award fee, the contractor will be evaluated against the following adjectival/point score system:

Exceptional: 90 – 100 points

Performance is consistently beyond expectations and delivered services clearly meet or exceed mission objectives in an efficient and economical manner.

Very Good: 80 – 89 points

Contractor’s cost, schedule and quality performance meets or exceeds expectations and delivered services meet mission objectives.

Satisfactory: 70 – 79 points

Performance meets or exceeds minimum acceptable standards providing adequate results.

Unsatisfactory: Under 70

Performance does not meet minimum acceptable standards in one or more areas. Deficiencies adversely affect mission objectives.

(2) The evaluators will assign point values based on their evaluation of performance against the award fee evaluation criteria identified below.

(c) Technical Performance

Completion of major tasks, milestones, and deliveries on schedule
Responsiveness to changes in technical direction
Ability to identify risk factors and alternatives for alleviating risk

(d) Management Performance

Overall communication with the Government
Effectiveness and reliability of Contractor's key personnel
Ability to recruit and maintain qualified personnel
Ability to manage multiple and diverse projects and tasks from planning through execution
Ability to effectively manage subcontractors
Ability to accurately estimate and control cost to complete tasks
Overall performance in planning, scheduling, and monitoring

(e) Customer Satisfaction

The contractor's overall technical performance on this contract/task order
The contractor's overall management performance of this contract/task order
The contractor's ability to be cooperative, business-like, and concerned with the interests of the customer

(3) The total averaged point value equates to the percentage of award fee earned by the contractor, as follows:

Adjectival Rating	Point Value	Award Fee Percentage
Exceptional	90 - 100 Points	90 - 100%
Very Good	80 - 89 Points	80- 89%
Satisfactory	70 - 79 Points	70 - 79%
Unsatisfactory	Under 70 Points	0%

(4) Self-evaluation. The contractor may submit a brief, written self-evaluation of its performance for the period to the Contracting Officer, within five working days after the end of the award fee evaluation period.

(5) Upon receipt of notification of the performance score, the Contractor will be afforded the opportunity to present a rebuttal for reconsideration of the score, but after review, the Government's decisions are final. The amount of award fee the contractor earns is based on a subjective evaluation by the government and is not subject to the Disputes Clause.

H-7 COST CONTROL PROCEDURES: WORK AUTHORIZATION DIRECTIVE SYSTEM.

The Work Authorization Directive (WAD) System is a system for joint Corps-Contractor management control of costs under cost-reimbursement type contracts. The WAD system is not intended to function as the primary management information system under the contract, but it is designed to serve as the primary tool for management and control of cost. Additionally, the WAD system is to be used as a feeder for Finance and Accounting and Cost Control records required under the contract. The WAD System is a statement of work with details of performance prepared by the Contracting Officer and issued to the Contractor for each task order to be executed under the contract. The Contractor shall breakdown the work elements in the statement of work into the Code of Accounts

with estimates, and any cost accounting activities. A target cost will be negotiated between the Contracting Officer and the Contractor as to the budget amount for each WAD. The WAD represents an increment of work for cost control. It improves cost visibility, permits intensive cost management on work increments and serves as a trigger for management action with respect to cost control. The Contractor shall provide bi-weekly cumulative (actual against budget) cost incurrence reports against each WAD. This report becomes the joint Corps-Contractor tool for cost management and control. The Contractor will maintain back-up data in the form of actual cumulative cost incurrent for each WAD. This latter information shall be prepared in the same detail as the CPM broken down for each work activity to readily identify cost trends of actual against budget for joint Corps-Contractor bi-weekly cost management and control meetings and shall serve as a feeder for Finance and Accounting and cost control records required under the contract. WADs are issued by the Contracting Officer to the Contractor and authorizes the Contractor to incur costs associated with specific task orders. Each WAD contains a budget ceiling which may not be exceeded without the approval of the Contracting Officer. This system will improve cost visibility by providing a documented budget ceiling(s) for each task order against which actual costs will be tracked. It permits intensive cost management of the contract by requiring Contracting Officer approval of each WAD and serves to trigger management action with respect to cost control, tracking actual cost against work increments and requiring Contracting Officer approval to exceed budget ceiling. The Contracting Officer shall issued a WAD after agreement with the Contractor on the budget cost estimate for the work to be included. The Contractor shall prepare a time-phased cumulative budget estimate curve for each WAD. The budgeted cost for each WAD shall be plotted on the curve along with the actual cost as such cost information becomes available. The cumulative cost curve will show variances between the budgeted and actual cost for each WAD will serve as a tool for joint bi-weekly cost management and control meetings. Obligation or expenditure of funds for any work not covered by a WAD is unauthorized. The Contractor shall not initiate any item of work unless it is specifically included in a WAD that has been approved by the Contracting Officer. Joint-bi-weekly meetings shall be held to review actual costs to determine whether variations exist and is so, to take necessary management action to control cost variations. If there is a delay in agreement between the parties, regarding the budget amount of a WAD, the Contracting Officer, if he deems it in the best interest of the Government, may direct such work as are not agreed, and performance of the work covered thereby shall proceed and obligation and expenditure of funds, therefore, is authorized to the extent budgeted and identified in the WAD.

(End of Clause)

H-8 INDEFINITE DELIVERY INDEFINITE QUANTITY FIRM-FIXED PRICE OR COST-REIMBURSEMENT CONTRACT.

This is an indefinite delivery indefinite quantity firm-fixed price or cost-reimbursement contract for the clean up of hazardous waste sites including service and/or construction activities located at Fort Campbell, Kentucky, and it is effective for a five-year period after receipt of Notice of Award.

H-8.1 Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, work for the items specified in individual task orders.

H-8.2 Except for any limitations on quantities in the Task Order Limitations clause, there is no limit on the number of orders that may be issued. Task orders will be cost-reimbursement fee or firm-fixed price and are limited only to a cumulative amount of \$14,000,000.00. The Government may issue orders requiring task(s) at multiple destinations or performance at multiple locations.

H-8.3 Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contact after completion of the last Task Order and acceptance by the Government.

- END OF SECTION H -

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.216-4	Economic Price Adjustment-Labor and Material	JAN 1997
52.216-8	Fixed Fee	MAR 1997
52.216-9	Fixed Fee--Construction	MAR 1997
52.216-25	Contract Definitization	OCT 1997
52.219-12	Special 8(A) Subcontract Conditions	FEB 1990
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-18	Notification Of Competition Limited To Eligible 8 (A) Concerns	JUN 2003
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988

52.222-16	Approval of Wage Rates	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.222-44	Fair Labor Standards And Service Contract Act - Price Adjustment	FEB 2002
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JAN 2004
52.227-1	Authorization and Consent	JUL 1995
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-1	Payments	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-25 Alt I	Prompt Payment (Oct 2003) Alternate I	FEB 2002
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984

52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-18	Work Oversight in Cost-Reimbursement Construction Contracts	APR 1984
52.236-19	Organization and Direction of the Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 97) - Alternate I	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-1 Alt III	Changes--Fixed Price (Aug 1987) - Alternate III	APR 1984
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-2 Alt III	Changes--Cost-Reimbursement (Aug 1987) - Alternate III	APR 1984
52.243-4	Changes	AUG 1987
52.243-5	Changes and Changed Conditions	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2003
52.245-1	Property Records	APR 1984
52.245-2	Government Property (Fixed Price Contracts)	JUN 2003
52.245-2 Alt I	Government Property (Fixed-Price Contracts) (Jun 2003) - Alternate I	APR 1984
52.245-3	Identification of Government-Furnished Property	APR 1984
52.245-4	Government-Furnished Property (Short Form)	JUN 2003
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	JUN 2003
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-6 Alt I	Termination (Cost-Reimbursement) (Sep 1996) - Alternate I	SEP 1996
52.249-6 Alt II	Termination (Cost Reimbursement) (Sep 1996) - Alternate II	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

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52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than as specified in the task order.

(End of clause)

52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th (Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002) -- ALTERNATE I (FEB 1997)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25. (3) The designated payment office will make interim payments for contract financing on the 30th [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of progress and other payments to the Contractor's subcontractors that either have been paid, or that the Contractor is required to pay pursuant to the clause of this contract entitled "Prompt Payment for Construction Contracts." Payments shall be made by cash, check, or other form of payment to the Contractor's subcontractors under similar cost standards.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through five years after contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of remaining contract capacity;

(2) Any order for a combination of items in excess of remaining contract capacity; or

(3) A series of orders from the same ordering office that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum

order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after five years after contract award.

(End of clause)

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding the task order value.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is as specified in the termination documents.

(End of clause)

52.219-11 SPECIAL 8(a) CONTRACT CONDITIONS (FEB 1990)

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements and advance payments, delegates to the Nashville District the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the Nashville District shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the contractor.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(f) To notify the Nashville District Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(End of clause)

52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Nashville District the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Nashville District Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Nashville District.

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
5%	5%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is [Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the State, county, and city].

(End of provision)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and

states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

(End of clause)

52.222-49 SERVICE CONTRACT ACT--PLACE OF PERFORMANCE UNKNOWN (MAY 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested as needed. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by the contractor.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 10 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JUN 2003)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark.

Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: None

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
- (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1:			
Foreign construction material....
Domestic construction material...
Item 2:			
Foreign construction material....
Domestic construction material...

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.232-16 PROGRESS PAYMENTS (APR 2003)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for --

(A) completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor

(ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractor's

(i) failure to make progress or

(ii) unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other

similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights. (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this

contract and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 50 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) - ALTERNATE II (APR 1984).

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish four sets of prints of all shop drawings as finally approved. These drawings shall show changes and revisions made up to the time the equipment is completed and accepted.

52.244-2 SUBCONTRACTS (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing subcontracts in excess of \$100,000.00.

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: None

(End of clause)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.204-3	Taxpayer Identification	OCT 1998
52.204-5	Women-Owned Business (Other Than Small Business)	MAY 1999
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters	DEC 2001
52.215-6	Place of Performance	OCT 1997
52.219-1	Small Business Program Representations	APR 2002
52.219-1 Alt I	Small Business Program Representations (Apr 2002) Alternate I	APR 2002
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003

Section L - Instructions, Conditions, and Notices to Offerors or Quoters

SECTION L

52.215-1 -- Instructions to Offerors -- Competitive Acquisition.

As prescribed in 15.209(a), insert the following provision:

Instructions to Offerors -- Competitive Acquisition (Jan 2004)

(a) *Definitions.* As used in this provision --

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.”

“In writing,” “writing,” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror’s behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government

infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
 - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

1.0 PROPOSALS. Proposals for the work described herein, will be received until 4:15 p.m., Central Daylight Savings Time, 15 April 2004.

U.S. Army Engineer District, Nashville
Corps of Engineers, Room A604
110 – 9th Avenue, South
Nashville, TN 37203-3863

NOTE: Hand-carried proposals shall be delivered to Room A604.

An Offeror may submit only one proposal, along with the number of copies specified below, in response to this solicitation. Submittal of a proposal will result in consideration of the Offeror for award of the contract, as specified.

1.1 Pre-Proposal Conference. No pre-proposal conference will be held for this solicitation. Questions regarding the solicitation will be accepted in writing only. Questions by telephone will not be accepted. Written questions will be accepted only during the period specified below. (See paragraph 1.1.3.)

1.1.1 All questions shall be in writing and shall contain the following:

a. Name(s) of the person submitting the questions, company name, company address and telephone number.

b. Questions will receive a written response from the appropriate Government personnel. No questions will be accepted by telephone or by personal visits to the Nashville District. A written summary of all questions and answers will be provided to each firm requesting a copy of the solicitation documents. Any necessary changes or corrections to this solicitation will be made by amendment to the solicitation.

1.1.2 All questions pertaining to the solicitation should be submitted to the address listed in paragraph 1.0 above, "ATTN: CELRN-CT (Mrs. Valerie Carlton)" or by facsimile to (615) 736-7124 in advance of the date stated in paragraph 1.0 above.

1.1.3 Questions submitted after 29 March 2004 will not be considered.

2.0 PROPOSAL EXPENSES AND PRECONTRACT COSTS. This Request for Proposal does not commit the Government to pay for costs incurred in the preparation and submission of a proposal, or for the costs associated with an oral presentation, or for any other costs an Offeror may incur in the course of responding to this solicitation.

3.0 PROPOSAL FORMAT. In response to this solicitation, Offerors shall submit an original proposal and five copies of the proposal containing the data and information in the format described below. Certifications and representations shall be placed only in the original copy of Volume I. Proposals submitted in response to this solicitation shall consist of three separately bound volumes. Volume I shall not exceed 100 single-sided or 50 double-sided pages, and Volumes II and III shall not exceed 50 single-sided or 25 double-sided pages as follows:

Volume I/Binder I	Technical Proposal
Volume II/Binder II	Sample Problem (Technical and Cost)
Volume III/Binder III	Cost Proposal

Each volume shall have a cover labeled with the Solicitation number; title of the Solicitation, the Volume number; and the Offeror's name. Volume I shall contain a table of contents for all three volumes submitted and each volume shall have its own separate table of contents. The tables of contents and the contents of each volume shall be organized in a manner that facilitates the evaluation of its compliance to the requirements of this solicitation. Information provided in the volumes shall be submitted on 8-1/2 x 11 inch pages with foldout sheets limited to 8-1/2 x 17 inch pages. Text lines shall be spaced no less than 1 space (single space); not to exceed 55 lines per page; have top, bottom, and side margins of 1 inch or greater; and a font size of 10 or larger. No pen and ink changes will be allowed. All pages in the binders shall be numbered to correspond with the table of contents. All information presented in each volume must be supportive of prompt and thorough evaluation, and no material shall be incorporated by reference. In order for an Offeror's proposal to be considered responsive and be evaluated, the proposal must contain all the information requested in this solicitation.

All proposals shall be organized in the following format: noncompliance with the following format will reflect negatively in the proposal's evaluation.

Proposal Document – W912P5-04-R-0002

VOLUME I TECHNICAL PROPOSAL

1.0 **CORPORATE.** The Offeror's proposals shall present corporate work and management experience as detailed in the paragraphs below:

1.1 **Organizational Chart.** Offerors shall provide an organizational chart clearly showing the organization proposed for this solicitation, including the names of all personnel committed to the organization, their firm affiliation and location, and their job/position title within the organization. Indicate geographical locations of the Program Office and any support/branch offices assigned to this contract. Offerors shall indicate the names, job titles and locations of all individuals considered to be key personnel in their proposed organization for this solicitation. Resumes for all key personnel shall be submitted as required below.

1.2 **Corporate Work Experience.** The offering firms shall demonstrate direct experience and/or corporate team experience (with subcontractors) in the following types of categories and projects:

a. Performing site assessments, investigations and remedial actions at contaminated sites, especially sites involving the following types of contamination and/or remedial technologies:

1. remediation of fuel and/or POL contaminated sites;
2. the design, operation and maintenance of multiphase remedial extraction equipment and systems;
3. The design, construction and maintenance of landfill covers;
4. UST removals and closure;
5. remediation of pesticide, PCB and chlorinated solvent contaminated sites;
and,
6. projects involving an element of ordnance avoidance.

b. experience working directly/indirectly with regulators from the States of Tennessee and Kentucky;

c. addressing previously unknown conditions after task orders are issued (Offerors should show how their work experience will be applied under this contract and how the Government will benefit):

d. preparing work plans which include health and safety provisions, as well as work sequences and data quality objectives; and,

e. experience in assisting the Government or customer in identifying, prioritizing and estimating the cost of work to be performed in completing a major remediation program.

1.2.1 The Government will regard the experience demonstrated by the Offerers in the categories listed above in the following relative degrees of importance, from highest to lowest:

a. direct experience gained by the offering firm as a prime Contractor on DOD projects;

b. direct experience gained by the offering firm as a subcontractor on DOD projects;

c. direct experience gained by a team member or subcontractor on DOD projects, and that team member or subcontractor has previously worked with the offering firm;

d. direct experience gained by the offering firm as a prime Contractor on projects for non-DOD federal agencies; or the direct experience of a team member or subcontractor on those types of projects that has previously worked with the offering firm; and,

e. direct experience gained by the offering firm as a prime Contractor on projects for private industry and municipalities; or the direct experience of a team member or subcontractor on these types of projects that has previously worked with the offering firm.

1.3 Corporate Project Data. Offerors shall select five (5) projects performed under contracts and/or subcontracts in the past three (3) years, which clearly demonstrate the corporate work and management experience outlined above. Only corporate work and management experience performed by the offering firm and/or specific subcontractors to be used to perform the work under the Offeror's solicitation project team will be considered as direct corporate experience. Offerors shall limit the submittal to only five (5) selected projects. Offeror should select projects that emphasize:

a. remedial action experience on HTRW site cleanups under Government fixed-price and/or cost reimbursement contracts;

b. site assessment, remedial investigation and/or remedial design experience on HTRW site cleanups under Government fixed-price and/or cost reimbursement contracts; and,

c. projects that demonstrate working relationships with regulators, which enhanced the successful completion of the project.

Offerors shall document their project experience in the format shown on the "Company Experience Form" attached at the end of this Section. Each form shall state the offering firm's role as a "prime", "joint venture", or "subcontractor" and indicate the size (in dollars) of your portion of each project. If your firm does not want the data submitted on the "Company Experience Form" disclosed by the Government, follow the procedures specified FAR Clause 52.215-1 (e) "Restriction on Disclosure and Use of Data". All references given on the "company Experience Form" shall include the name, address, and telephone number of the customer point-of-contact, as well as the names and telephone numbers of Federal and State officials who monitored the project. "Confidential" clients will not be accepted as references.

2.0 PERSONNEL.

2.1 Key Personnel, Job Descriptions and Resumes. Offerors shall provide job descriptions for all positions they consider to be key positions in their proposed organization. The job descriptions shall indicate for each key position the pertinent on-site field experience and training required by that position. Offerors shall also include resumes for all personnel filling key positions stating clearly what firm the person currently is working for and the number of years with that firm; their education; training; HTRW project specific, technical and/or management experience (including their job title on each project); and references (including current telephone numbers). Resumes shall show assignments by year, beginning with the present and working backwards, and shall clearly indicate the company with which the experience occurred and the individual's job title at that time. The resumes must make it clear how each individual filling a key position in the proposed organization meets the requirements for that position. Offerors, at their option, may also include job descriptions and resumes for any other non-key personnel to be utilized on this contract. Offerors able to demonstrate a proposed organization manned by key personnel and other personnel with experience gained with the offering firm on projects similar to those outlined in paragraphs 1.2 (a. through e.) above, will receive the highest ranking.

2.2 Availability. Offerors shall clearly demonstrate that the key personnel will be available to work on this contract if their proposal is selected for award. Any positions in the proposed organization requiring recruitment action must be noted and the probable recruitment source named. For these positions, target qualifications for recruitment shall be clearly and completely stated. Proposals with unsubstantiated manpower estimates will indicate a lack of understanding of the requirements of this section.

2.3 Training. Offerors shall demonstrate that personnel shall meet the HTRW training requirements necessary to perform the types of work envisioned under this contract.

3.0 MANAGEMENT PLAN.

3.1 Task Order Management Plan. Provide a discussion of the proposed project management organization showing examples of personnel to be assigned to task orders, and explain how management talent and procedure will be applied to assure successful completion of the work. This discussion shall relate directly to the Offeror's proposed organization at the project task order execution level. Describe the authorities and degree of autonomy the key individuals in your firm or the team will possess in carrying out their duties, including who may accept new projects and the chief negotiators for the task orders.

VOLUME II SAMPLE PROBLEM TECHNICAL AND COST PROPOSALS

Offerors shall submit under VOLUME II, a "PART 1" titled "SAMPLE PROBLEM TECHNICAL PROPOSAL" which shall provide all the technical requirements as outlined in the Sample Problem Scope of work specified in Section J. Offerors shall also submit under VOLUME II, a "PART 2" titled "SAMPLE PROBLEM COST PROPOSAL" which shall provide all the cost requirements as outlined in the following paragraphs:

1.0 PART 1 – SAMPLE PROBLEM TECHNICAL PROPOSAL.

1.1 Technical Solution of Sample Problem.

See Section J (SAMPLE PROBLEM) of this solicitation for technical requirements to be submitted by the Offerors for evaluation.

2.0 PART 2 – SAMPLE PROBLEM COST PROPOSAL.

2.1 Cost Breakdown.

The SAMPLE PROBLEM cost proposal shall provide a breakdown based on direct costs, including labor, equipment, materials, subcontracts, indirect costs including overhead and G&A expenses. The estimate should be well documented with notes describing work performed, production rates for crews, basis of unit costs (i.e. subcontract quote, estimator judgment, etc.) and all assumptions pertinent to the work being estimated. The Wage Rates to be used are included in the sample problem data. Offerors shall provide cost and pricing data that shall include current catalog prices and/or market prices, as well as equipment ownership or rental rates.

2.2 Sample Problem Cost Realism.

Material submitted by the Offeror shall enable the Government evaluators to address the following questions regarding cost realism of the sample problem:

2.2.1 Relationship of cost to work proposed. Price must directly relate to the management and technical requirements of this solicitation. Are the proposed elements of cost realistic, reasonable, and commensurate with the work to be performed, as outlined in the Offeror's Sample Problem Technical Proposal? How reasonably has the Offeror associated costs to the nature of the technical scope of work involved? Are there any unexplained or unsubstantiated elements contained in the cost proposal?

2.2.2 Accuracy and completeness. How complete are the cost data submitted by the Offeror? Are the data adequate for evaluation? Are the cost data in accordance with the Department of Labor Wage Determination and other requirements of this solicitation?

VOLUME III COST PROPOSAL.

1.0 PRICE AND COSTING DATA.

Offerors shall submit under VOLUME III titled "COST PROPOSAL" all cost and pricing data required to allow the Government to complete the evaluation of the proposal. The cost and pricing data must support all the personnel, material and equipment of the Offeror's proposed organization, including the prices proposed in the sample problem. Volume III – "COST PROPOSAL" will be subjectively evaluated. This subjective cost evaluation will be used along with the previously rated volumes of the proposal to determine an overall ranking for each proposal and the competitive range. Since cost factors will represent a portion of the total evaluation as described in Section M, it is possible that an Offeror's proposal could be excluded from the competitive range or rated lower in the ranking because of cost and pricing data subjectively evaluated to be of poor value to the Government. The contents required by Volume III – "COST & PRICING DATA", shall be provided as follows:

1.1 Cost Accounting System and Procedures.

Offerors shall explain the cost accounting system and procedures to be used for identifying and reporting costs for task order under this solicitation.

1.2 Professional Services.

The Offeror shall provide Cost and Pricing Data information in the format of the Attachments in Section B, for all positions identified under his proposed organization.

1.3 Audits and Financial Statements.

Offerors shall provide the date of the prime contractor's last Government audit and indicate which Government agency and office conducted the audit. Audited financial statements over 180 days old shall be accompanied by an updated financial statement, not necessarily audited. Financial statements shall present the prime Contractor's indirect costs for latest accounting period (last 12 months) and a projection for the next accounting period.

1.4 Home Office Costs.

1.4.1 Overhead Rates. Submit current home office overhead Rates for service and for construction contracts. Offerors shall provide a list of items and their costs they have included in computing the overhead rates. Offerors shall project any change to the overhead rate as a result of obtaining this contract.

1.4.2 Job Titles and Salary Ranges. Submit the job titles and salary ranges for all types of personnel and their benefits, including but not limited to precise descriptions of holidays observed, rules governing eligibility for vacations and length of the same, travel, bonuses, retirement, sick pay, overtime, insurance plans, promotions and incentive plans.

1.5 Field Office Costs.

1.5.1 Overhead Rates. Submit current field office overhead rates for service and for construction contracts. Offerors shall provide a list of items and their costs they have included in computing the overhead rate. Offerors shall project any change to the overhead rate as a result of obtaining this contract.

1.5.2 Job Titles and Salary Ranges. Submit the job titles and salary ranges for all types of personnel and their benefits, including but not limited to precise descriptions of holidays observed, rules governing eligibility for vacations and length of the same, travel, bonuses, retirement, sick pay, overtime, insurance plans, promotions and incentive plans.

1.5.3 Listing and Rates. Submit a detailed list of any contractor-owned construction office or storage trailers, etc., showing respective hourly rates. Indicate clearly whether the rate is ownership and operating rate or rental rate. Contractor-owned equipment rates must not exceed that of the cost of ownership (FAR 31.205-36(b)(3)).

1.6 Construction Equipment Listing and Rates.

Submit a detailed listing of any contractor-owned construction equipment available under this contract showing respective hourly rates. Contractor-owned equipment rates must not exceed that of the cost of ownership (FAR 31.205-36(b)(3)). If construction equipment is to be rented or leased, include the lease and/or rental rates to be charged for the equipment.

- End of Section L -

SECTION M – EVALUATION FACTORS FOR AWARD

1.0 GENERAL

1.1 All proposals submitted will be evaluated for award as stated herein. Volumes I, II, III of the Offerors' proposals will be evaluated based on the evaluation criteria listed below. The categories are listed in descending order of importance. Notwithstanding the above, and other provisions contained in this solicitation, proposals must conform to all terms and conditions contained in this solicitation in order to be considered for possible award. The evaluation will be based exclusively on the content of the Offeror's proposal and any subsequent clarification and/or discussion, if required. The evaluators will not consider any information or data incorporated by reference without backup information. The identities of the evaluators are confidential, and any attempt by Offerors to contact these individuals is prohibited. Subject to the provisions contained herein, contract award under this solicitation shall be made to a single Offeror determined by the Contracting Officer.

1.2 In order to properly evaluate offers, Offerors' proposals must contain all three Volumes required and include prices for each item in Section B of this solicitation. Offerors shall provide complete and orderly technical information where required, and all cost and pricing data required by this solicitation.

1.3 Proposals shall be specific, detailed, and complete and shall contain the information necessary for the Government to properly evaluate the Offeror's responses to the requirements of Section L of this solicitation. All elements of Section L shall be addressed in the proposal; failure to do this will negatively affect the proposal's evaluation and ranking.

1.4 Proposals must clearly demonstrate the Offeror's understanding of the requirements of this solicitation. Offerors are advised that conciseness and relevance is important, and the inclusion of unrelated information that is not pertinent to the requirements of Section L will negatively affect the proposal's evaluation and ranking. To facilitate the Government's evaluation, proposals should be sufficiently detailed and complete to clearly and fully demonstrate the Offeror's understanding of the requirements of this solicitation. Mere statements such as, the "Offeror understands" or "will comply with all the solicitation requirements", or paraphrasing the solicitation or parts thereof, and phrases such as "standard procedures will be employed" or "well known techniques will be used", etc., will be considered insufficient in meeting solicitation requirements and will negatively affect the proposal's evaluation and ranking. The evaluators shall evaluate each Offeror's Technical Proposal (Volume I), Sample Problem (Volume II), and Cost Proposal (Volume III), which are listed in their order of descending importance. In order for a proposal to be rated as qualified the proposal shall have no fatal defects, and shall be within the subjectively established qualified range of ranking in each of the evaluated areas listed below. Failure to reach the rating of "qualified" for any of the evaluated areas listed below will be cause for an Offeror's proposal to receive a low overall rating. The Government does not believe that discussions with Offerors will be necessary. Accordingly, Volumes I, II and III shall be submitted on the most favorable terms that the Offeror can offer to the Government. The major elements to be evaluated are as follows in the order of descending importance:

Volume I – Technical Proposal. The experience and past performance demonstrated in this Volume will be evaluated as per the following categories: (with the relative degrees of importance, from highest to lowest)

- (a) direct experience gained by the offering firm as a prime Contractor on DOD projects;
- (b) direct experience gained by the offering firm as a subcontractor on DOD projects;
- (c) direct experience gained by a team member or subcontractor on DOD projects, and that team member or subcontractor has previously worked with the offering firm;
- (d) direct experience gained by the offering firm as a prime Contractor on projects for non-DOD federal agencies; or the direct experience of a team member or subcontractor on these types of projects that has previously worked with the offering firm; and,

- (e) direct experience gained by the offering firm as a prime Contractor on projects for private industry or municipalities; or the direct experience of a team member or subcontractor on these types of projects that has previously worked with the offering firm.

Volume II – Sample Problem. (Part 1 – Technical and Part 2 – Cost) Part 1 is higher in importance than Part 2.

- (a) Part 1, Technical. This section of the Sample Problem will be rated based on the Panel's judgment of the suitability of the technical approach used in the solution of the sample problem, the completeness of the documentation of assumptions and technical information used in formulating the solution, and the efficiency of the proposed solution in meeting the goals of the technical objectives.
- (b) Part 2, Cost. This section will be rated on the completeness of the cost estimate and the reasonableness of the costs to the nature of the work involved in implementing the technical approach of Part 1.

Volume III – Cost Proposal. Volume III will be evaluated as to its reasonableness, and will be used to assist the Selection Panel and the Selection Official in determining if the participating firms have a clear understanding of the work requirements.

2.0 EVALUATION OF PROPOSALS.

2.1 Each proposal received will be reviewed initially to determine if it conforms to the general requirements of the solicitation. After this review, those proposals that are complete and have been properly submitted will be evaluated. Volume I – Technical Proposal will be evaluated first and assigned a rating without reference to Volumes II and III.

2.2 After the evaluation and rating of the Volume I – Technical Proposal is completed, then Volume II – Sample Problem will be evaluated and rated. Both Volume II – Part 1 Sample Problem Technical Proposal and Volume II – Part 2 Sample Problem Cost Proposal will be evaluated and rated. Although Volume III – Cost Proposal will not have been evaluated at this time, the Offeror is expected to use the cost and pricing information contained in Volume III, including hourly rates for employees, overhead rates and a suggested profit, in the development of Volume II – Part 2 Sample Problem Cost Proposal .

2.3 After the evaluation and rating of the Volume II – Sample Problem is completed, Volume III – Cost Proposal will be evaluated and rated.

2.4 After the Government has completed its evaluation and rating of the Volume III – Cost Proposal, total overall rankings will be assigned for each proposal.

2.5 Proposal Elements and Sub-Elements. The proposal format of Section L divides the proposal into individual volumes, which are further divided into major elements and sub-elements. Each element and sub-element of each Volume will be evaluated and an overall rating for each volume will be assigned. Volume I is weighted more than Volumes II and III combined in terms of importance to the overall proposal rating. Volume II is weighted higher in terms of importance to the overall proposal rating than Volume III. The major elements and sub-elements for each Volume are as follows:

Volume I – Technical Proposal

Corporate
Organization Chart
Corporate Work Experience
Corporate Project Data

- Personnel
 - Key Personnel, Resumes and Job Descriptions
 - Availability
 - Training

- Management Plan
 - Task Order Management Plan

Volume II – Sample Problem Technical and Cost Proposals

- Part 1 – Sample Problem Technical Proposal
 - Technical Solution of Sample Problem

- Part 2 – Sample Problem Cost Proposal
 - Cost Breakdown
 - Sample Problem Cost Realism
 - Relationship of Cost to Work Proposed
 - Accuracy and Completeness

Volume III – Cost Proposal

Cost & Pricing Data

- Cost Accounting System & Procedures
- Professional Services
- Audits and Financial Statements
- Home Office Costs
 - Overhead Rates
 - Job Titles & Salary Ranges
- Field Office Costs
 - Overhead Rates
 - Job Titles & Salary Ranges
 - Listing & Rates
- Construction Equipment Listing and Rates

3.0 AWARD OF CONTRACT.

3.1 The award of the contract will be pursuant to clause L.3, INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION, FAR 52.215-1, paragraph (f).

3.2 Discussions. Although the Government may conduct discussions as provided under FAR CLAUSE 52.215-1, the Government believes that discussions will not be necessary; therefore, all Offerors should submit their best and most complete proposal initially (see paragraph (f)(4) of the above referenced clause). The Government reserves the right to reject any or all proposals at any time prior to award. Only in the event that the Government decides that discussions are needed will a competitive range be established. If discussions are conducted, each Offeror in the competitive range will be given the opportunity to submit a revised proposal. After receipt of any revised proposals, the proposals will be evaluated again and a final rating established using the procedure for evaluation discussed above.

3.3 Award on Initial Submittal. The Government believes that discussions will not be required, and that the proposals will be evaluated as initially submitted by the Offerors, and that a contract will be awarded based on the ranking of the original proposals. Therefore, Offerors should initially submit their proposals in the most favorable

terms from a technical and cost/pricing standpoint. Offerors should not assume that they will be contacted or afforded an opportunity to clarify, discuss, or otherwise revise their proposals.

- End of Section M -

Exhibit A

AOC X Sample Problem 2004

1.0 Site Background

Area of concern X (AOC X) is 5 acres in size and consists of a former waste disposal pit (400 sq. ft in size), dirt parking area in the center, and manufacturing building on the east side. Historical notes indicate that waste solvents storage practices allowed for spills and leaks, and over the course of 20 years the solvents leached through soil into groundwater, which flows in the direction of the office building. There are still 10 55-gallon drums of solvents remaining in the staging area. A corrective measures study has been completed. Trichloroethene (TCE) in soil and groundwater is found to be the chemical of concern. The extent of dissolved TCE is shown in Figure 1. Health-based soil and groundwater cleanup goals were determined to be 2.8 mg/kg and 5 ug/L, respectively. The major components to the remedial action are identified as characterizing and disposing of the 55-gallon drums, soil source removal, Hydrogen Release Compound (HRC) injection into groundwater, confirmatory sampling and monitoring.

2.0 Site Geology

The soil at the site consists of glacial tills composed of interbedded sand, silt and clay. A dense clay confining layer is located at a depth of 35 feet. Depth to groundwater is 30 feet.

All monitoring wells shall be installed according to *Monitoring Well Design, Installation, and Documentation at Hazardous, Toxic, and Radioactive Waste Sites*, EM 1110-1-4000, dated 1 November 1998 and any other state requirements. The work plan for sampling shall conform to the requirements stated in *Requirements for the Preparation of Sampling and Analysis Plans*, EM 200-1-3 dated February 2001.

3.0 Analytical Requirements

All environmental samples shall be analyzed following *Test Methods for the Analysis of Solid Waste, Physical/Chemical Methods, SW-846*. Soil and groundwater samples shall be analyzed for TCL VOCs. VOC soil sample collection shall follow SW-846 method 5035. In addition to VOCs, all groundwater samples shall be analyzed for organic acids and chemical oxygen demand (COD). Organic acid analysis may follow EPA Performance Based Methods (PBM) initiative but must contain the acids referenced in Table 1 with the accompanying reporting limits. Include in the Work Plan response to this scope the chosen method of analysis for organic acids. *Methods for Chemical Analysis of Water and Wastes (EPA, March 1982)*, method 410.4 shall be followed for COD analysis. Drum samples shall be analyzed for TCLP VOCs, SVOCs and metals. Environmental and field QC sample quantities are provided in Table 1. In addition to laboratory analysis field measurements shall be collected for dissolved oxygen, turbidity, conductivity, pH, ORP and temperature.

All sample analysis must be conducted by a USACE validated laboratory following the requirements set forth in the *USACE Shell for Analytical Chemistry (Appendix I, EM200-1-3, February 01)*. All analytical data must be delivered in CLP like format with summary forms only. An independent third party must validate all soil and groundwater data. Validation shall be based on *National Functional Guidelines for Organic Data Review, 10/99*.

In addition to hard copy deliverables all chemical data must be delivered in electronic format, with validation qualifiers applied. The electronic format shall be IRDMIS.

4.0 Problem Statement

Provide a cost estimate for the remedial action using the following assumptions:

- The 10 waste drums need to be characterized and disposed of properly.
- Contaminated soil removal will be 30ft X 30 ft by 20 ft deep.
- 10 confirmatory soil samples will be needed in the excavation pit.

- A maximum of 10 HRC inject points using Geoprobe technology are allowed. Injection will be through temporary 1-inch wells.
- Four (4) monitoring wells will be installed.
- There will be four (4) rounds of monitoring.

5.0 Deliverables

The main deliverable for this problem is a work plan (approx. 10 pages) for remediation of AOC X, and a cost estimate for completion of the work. Describe each task to accomplish the job including manpower, equipment, sub-contract needs, etc. and cost for each part of each task. The remedial tasks to be described in the work plan and a cost estimate developed for are as follows:

1. Health and safety plan,
2. Soil Excavation and disposal plan,
3. Soil confirmatory sampling,
4. Drum characterization and disposal,
5. Groundwater injection,
6. Installation of four (4) monitoring wells,
7. Four (4) rounds of sampling from MW-2 through MW-9, and
8. Completion Report development.

6.0 Additional Information

Any questions or requests for additional information regarding the problem must be submitted in writing to:

**John Hall
CELRN-EC-R-M
P.O. Box 1070**

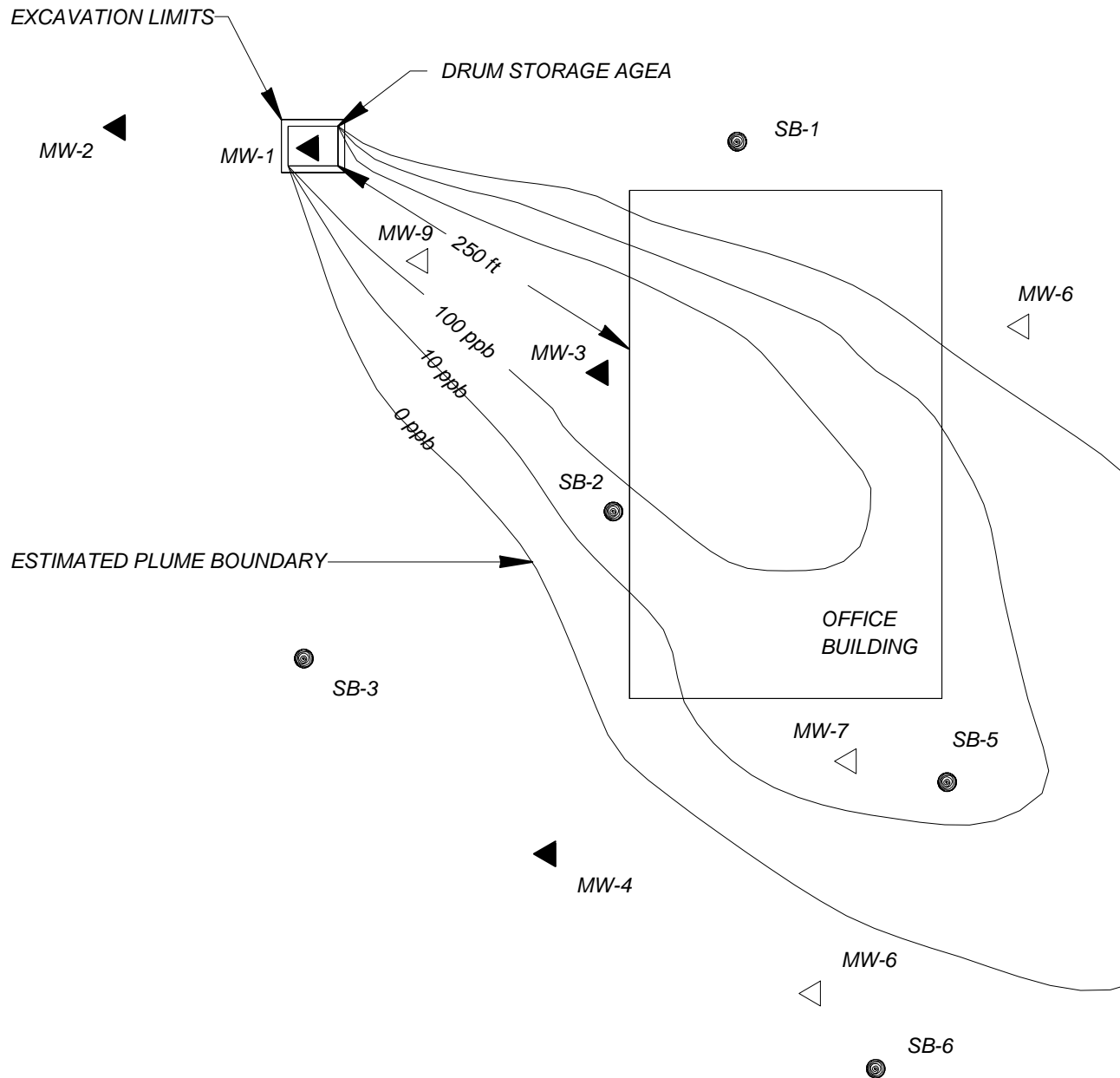
Nashville, TN 37202

Table 1 Sample Quantities

Matrix	Analytical Method	Environmental Samples	Duplicates	Field Blanks	Trip Blanks	Equipment Rinsates	Total Samples
Baseline-groundwater	*SW-846, 8260B **organic acids COD	4	1	1	1	1	8
Monitoring-groundwater	*SW-846, 8260B **organic acids COD	16	4	4	4	4	32
Confirmatory soil	*SW-846, 8260B	10	1	1	1	1	14
Drum samples	*SW-846, 1311/8260B 1311/8270C 1311/6010B 1311/7071A	10	0	0	0	1	11

*Test Methods for the Analysis of Solid Waste, Physical/Chemical Methods, SW-846

** Organic acids to include pyruvic, lactic, acetic, propionic and butyric. Each acid reporting limit must be no higher than 2 mg/L.



ISOPLETH MAP OF TCE CONCENTRATION (ppb)

